**OCB AWARD NUMBER: 2230**

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| **SUBJECT:** | **ARB SUMMARY # 2230** |
| **TO:** | **ALL ADVOCATES** |
| **FROM:** | **DAVID LONG** |
| **OCB GRIEVANCE NUMBER:** | **35-07-20130301-0008-01-03** |
| **DEPARTMENT:** | **Department of Youth Services** |
| **UNION:** | **OCSEA** |
| **ARBITRATOR:** | **Craig A. Allen** |
| **GRIEVANT NAME:** | **Jessica Williams** |
| **MANAGEMENT ADVOCATE:** | **Larry L. Blake** |
| **UNION ADVOCATE:** | **Jennie Lewis** |
| **ARBITRATION DATE:** | **11-4-2013** |
| **DECISION DATE:** | **12-4-2013** |
| **DECISION:** | **DENIED** |
| **CONTRACT SECTIONS:** | **Article: 24.00** |
| **OCB RESEARCH CODES:** | **118.01 Discipline- In General** |

**HOLDING: Grievance DENIED. Removal was appropriate. The Arbitrator determined that the Grievant left her post without permission to tell a Youth about his room change. This triggered the Youth to prepare an assault on another DYS employee. The relationship between the Youth and the Grievant was characterized by multiple witnesses as inappropriate.**

The Grievant was a Youth Specialist. The Grievant left the work area without permission to counsel with a Youth. Allegedly, the Grievant had informed this Youth about a room change currently taking place. This action and how the Youth felt about a female employee—supposedly the Grievant—caused the Youth to prepare an assault on another DYS employee. Urine in a container served as the appropriate evidence for this assault. The Grievant engaged in a relationship with two Youths, including the Youth in question, that witnesses characterized as abnormal and inappropriate. Dancing and singing to the Youths is not typical or encouraged, nor is using gang symbols. Grievant was removed.

The Employer contended that the Grievant left her assigned post without permission or documented reasoning. Thereafter, the Grievant displayed gang signs to two known Youth gang members. Based on an overly comfortable relationship between the Youth in question and the Grievant, and the timing of an assault preparation by this Youth, the Employer surmised that the Grievant told the Youth about that Youth’s room change. The Youth admitted that he was “under the influence of his emotion” regarding a female on the DYS staff. The relationship between the two was characterized as unprofessional by multiple witnesses.

The Union argued that the Grievant left her post because she had reservations about sending a Youth to school. She believed that she could prevent a problem from occurring by addressing the Youth. The Grievant had no knowledge of the Youth’s gang involvement. Nor had the Grievant used any gang signs. The Grievant was simply cracking her knuckles and communicating with her hands in a typical fashion. There is no testimony that the Grievant ever had any physical/sexual contact with the Youth in question. The Employer can only speculate as to who informed the Youth about his room change.

The Arbitrator found that the Grievant left her assigned post without permission. Evidence dictated that the Grievant bestowed gang signs to the Youths. Years of experience at DYS indicated that the Grievant was aware that gang membership existed amongst the Youths. Based on testimony concerning the relationship between the Youth in question and the Grievant, the Arbitrator determined that the Grievant did inform the Youth about his room change. Therefore, the grievance was denied.